

## CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

## I. (a) PLAINTIFFS

Sabrina Conyon as Adm. of District 1199C NUHCE  
Group Legal Service Fund

(b) County of Residence of First Listed Plaintiff Phila.  
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Jonathan Walters, Esquire, Markowitz & Richman, 123  
S. Broad St., Ste. 2020, Phila., PA 19109

## DEFENDANTS

The Consortium, Inc.

County of Residence of First Listed Defendant Phila.  
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF  
THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

## II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☒ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant
- ☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

## III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- |   |                            |                            |   |                            |                            |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
|   | PTF                        | DEF                        |   | PTF                        | DEF                        |
| Citizen of This State                   | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business in This State     | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State                | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business in Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation  | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

## IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: [Nature of Suit Code Descriptions.](#)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other <b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input checked="" type="checkbox"/> 791 Employee Retirement Income Security Act	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>INTELLECTUAL PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark <input type="checkbox"/> 880 Defend Trade Secrets Act of 2016 <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit (15 USC 1681 or 1692) <input type="checkbox"/> 485 Telephone Consumer Protection Act <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
<b>REAL PROPERTY</b> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<b>CIVIL RIGHTS</b> <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	<b>PRISONER PETITIONS</b> <b>Habeas Corpus:</b> <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <b>Other:</b> <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

## V. ORIGIN (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding
- ☐ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from Another District (specify)
- ☐ 6 Multidistrict Litigation - Transfer
- ☐ 8 Multidistrict Litigation - Direct File

## VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):  
29 U.S.C. 1145

Brief description of cause:  
Claim for delinquent fringe benefit contribution

## VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

## DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☐ Yes ☒ No

## VIII. RELATED CASE(S) IF ANY

(See instructions)

JUDGE

DOCKET NUMBER

DATE

July 23, 2025

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE

**UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

**DESIGNATION FORM**

Place of Accident, Incident, or Transaction Philadelphia

**RELATED CASE IF ANY:** Case Number: \_\_\_\_\_ Judge: \_\_\_\_\_

- |   |                              |
|---|------------------------------|
| 1. Does this case involve property included in an earlier numbered suit?  | Yes <input type="checkbox"/> |
| 2. Does this case involve a transaction or occurrence which was the subject of an earlier numbered suit?                              | Yes <input type="checkbox"/> |
| 3. Does this case involve the validity or infringement of a patent which was the subject of an earlier numbered suit?                 | Yes <input type="checkbox"/> |
| 4. Is this case a second or successive habeas corpus petition, social security appeal, or pro se case filed by the same individual?   | Yes <input type="checkbox"/> |
| 5. Is this case related to an earlier numbered suit even though none of the above categories apply?<br>If yes, attach an explanation. | Yes <input type="checkbox"/> |

I certify that, to the best of my knowledge and belief, the within case ☐ is / ☒ is not related to any pending or previously terminated action in this court.

**Civil Litigation Categories**

**A. Federal Question Cases:**

- ☐ 1. Indemnity Contract, Marine Contract, and All Other Contracts)
- ☐ 2. FELA
- ☐ 3. Jones Act-Personal Injury
- ☐ 4. Antitrust
- ☐ 5. Wage and Hour Class Action/Collective Action
- ☐ 6. Patent
- ☐ 7. Copyright/Trademark
- ☐ 8. Employment
- ☐ 9. Labor-Management Relations
- ☐ 10. Civil Rights
- ☐ 11. Habeas Corpus
- ☐ 12. Securities Cases
- ☐ 13. Social Security Review Cases
- ☐ 14. Qui Tam Cases
- ☐ 15. Cases Seeking Systemic Relief \*see certification below\*
- ☒ 16. All Other Federal Question Cases. (Please specify): ERISA

**B. Diversity Jurisdiction Cases:**

- ☐ 1. Insurance Contract and Other Contracts
- ☐ 2. Airplane Personal Injury
- ☐ 3. Assault, Defamation
- ☐ 4. Marine Personal Injury
- ☐ 5. Motor Vehicle Personal Injury
- ☐ 6. Other Personal Injury (Please specify): \_\_\_\_\_
- ☐ 7. Products Liability
- ☐ 8. All Other Diversity Cases: (Please specify) \_\_\_\_\_

I certify that, to the best of my knowledge and belief, that the remedy sought in this case ☐ does / ☒ does not have implications beyond the parties before the court and ☐ does / ☒ does not seek to bar or mandate statewide or nationwide enforcement of a state or federal law including a rule, regulation, policy, or order of the executive branch or a state or federal agency, whether by declaratory judgment and/or any form of injunctive relief.

**ARBITRATION CERTIFICATION (CHECK ONLY ONE BOX BELOW)**

I certify that, to the best of my knowledge and belief:

☒ Pursuant to Local Civil Rule 53.2(3), this case is not eligible for arbitration either because (1) it seeks relief other than money damages; (2) the money damages sought are in excess of \$150,000 exclusive of interest and costs; (3) it is a social security case, includes a prisoner as a party, or alleges a violation of a right secured by the U.S. Constitution, or (4) jurisdiction is based in whole or in part on 28 U.S.C. § 1343.

☐ None of the restrictions in Local Civil Rule 53.2 apply and this case is eligible for arbitration.

NOTE: A trial de novo will be by jury only if there has been compliance with F.R.C.P. 38.

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

SABRINA CONYON as Administrator of : CIVIL ACTION 25-cv-  
THE DISTRICT 1199C NATIONAL UNION OF :  
HOSPITAL AND HEALTH CARE EMPLOYEES :  
GROUP LEGAL SERVICES FUND :  
1319 Locust Street, Philadelphia, PA 19107 :  
:  
Plaintiff :  
:  
v. :  
:  
THE CONSORTIUM, INC. :  
3751 Island Avenue, 3rd floor :  
Philadelphia, PA 19153 :  
:  
Defendant :

## COMPLAINT

## JURISDICTION AND VENUE

1. This action is instituted under, and by virtue of, Sections 502 and 515 of the Employee Retirement Income Security Act of 1974, as amended, ("ERISA"), 29 U.S.C. §§ 1132 and 1145, and Section 301 of the Labor Management Relations Act of 1947, as amended, ("LMRA"), 29 U.S.C. § 185, to collect unpaid fringe benefit contributions and liquidated damages.

2. This Court has jurisdiction over this matter pursuant to Section 502(e)(1) of ERISA, 29 U.S.C. § 1132(e)(1), and 28 U.S.C. §§ 1331 and 1337. Venue is appropriate pursuant to Section 502(e)(2) of ERISA, 29 U.S.C. § 1132(e)(2), and 28 U.S.C. § 1391(b).

## PARTIES

3. The Plaintiff, Sabrina Conyon (“Conyon”) is the Administrator of the District 1199C National Union of Hospital and Health Care Employees Legal Service Fund (“Fund”), a jointly-administered, multi-employer benefit fund within the meaning of §302 of the LMRA, 29 U.S.C. §186, and §§ 3(1) and (3) and 3(37)(A) of ERISA, 29 U.S.C. §§ 1002(1), (3) and (37)(A).

Canyon is a fiduciary of the Fund within the meaning of Section 3(21)(A) of ERISA, 29 U.S.C. §3(21)(A). The offices of Canyon and the Fund are located at 1319 Locust Street, Philadelphia, Pennsylvania 19107.

4. Defendant, The Consortium, Inc. ("Consortium") is a Pennsylvania corporation with a principal place of business at 3751 Island Avenue, Philadelphia, Pennsylvania 19153. At all times relevant hereto, the Defendant has been an employer engaged in an industry affecting commerce within the meaning of §301 of the LMRA, 29 U.S.C. § 185, and §152(2) of the NLRA, 29 U.S.C. §152(2). The Defendant is also an "employer" within the meaning of §3(5) of ERISA, 29 U.S.C. §1002(5).

### **FACTUAL ALLEGATIONS**

5. At all times relevant hereto, Consortium has agreed to be bound by the terms of a collective bargaining agreement ("Agreement"), with the National Union of Hospital and Health Care, AFSCME, AFL-CIO and its affiliate District 1199C, ("Union") which sets forth, *inter alia*, the wages, hours and other terms and conditions of employment of certain employees of Consortium in the City of Philadelphia. Among the provisions of the Agreement are clauses that require Defendant to make timely contributions to the Fund on or by the last day of the month of May for the period of January through December of each year ("contract year") covered by the Agreement of each contract year at the rate of \$15,000.00 per annum on behalf of employees covered by the Agreement and when employed by the Defendant, to submit timely contribution report forms to the Fund's administrator, and to submit reports monthly as to the names of and hours worked by, employees of the Defendant who are entitled to coverage by the Fund.

6. "Timely" contributions, as referred to under the terms of the Agreement and under the rules of the means that all employee benefit contributions must be received by the Fund on or before the end of the month of May of each contract year.

7. Under the Agreement and the rules of the Fund, all contributions received after the month of May are subjected to a ten percent (10%) liquidated damages charge and interest at the rate of one- and one-half percent (1.5%) per month.

8. The Defendant was obliged to make a contribution of \$15,000 to the Fund by May 31, 2025 for purposes of contract year 2025 but has failed and refused to do so.

9. Notwithstanding its obligation to do so, the Defendant should have but has failed to pay \$1,500 in liquidated damages and \$180.00 in interest.

10. Notwithstanding its obligation to do so, the Defendant should have but has failed to submit reports on a monthly basis of the members who are entitled to benefits by virtue of employment by the Defendant for the months of January 2025 through June 2025.

### **COUNT ONE**

#### **BREACH OF COLLECTIVE BARGAINING AGREEMENT FOR FAILURE TO MAKE CONTRIBUTIONS TO EMPLOYEE BENEFIT FUNDS**

11. Paragraphs 1 through 10 of the Complaint are re-alleged as if fully set forth herein.

12. At all times relevant to this action, the Defendant has employed individuals covered by this Agreement and was required, on behalf of these individuals, to make the timely employee benefit contributions as that term is defined in Paragraph 6 of this Complaint.

13. Despite having received demands that it performs its contractual obligations, the Defendant has failed, neglected, and refused to make any contributions to the Funds, as alleged in Paragraph 8 of this Complaint.

14. The Defendant's failure to submit contributions in the amount of \$15,000 to the Funds by May 31, 2025 is a breach of the Agreement for which the Defendant is liable.

**COUNT TWO**

**VIOLATION OF ERISA  
FOR FAILURE TO MAKE CONTRIBUTIONS**

15. Paragraphs 1 through 14 of the Complaint are re-alleged as if fully set forth herein.

16. Section 515 of ERISA, as amended, 29 U.S.C. §1145, requires every employer who is obligated to make contributions to a multi-employer plan under the terms of the plan or under the terms of a collective bargaining agreement to do so in accordance with the terms and conditions of the plan or agreement.

17. Section 502(g)(2) of ERISA, as amended, 29 U.S.C. §1132(g)(2), provides that in any action instituted for or on behalf of a multi-employer plan to enforce the payment of delinquent contributions, the court shall, if judgment is entered in favor of the plan, award the plan: (a) the unpaid contributions, plus (b) interest, plus (c) an amount equal to the greater of (i) interest on the unpaid contributions or (ii) liquidated damages provided for under the plan in an amount not in excess of ten percent (10%), unless permitted under federal or state law, of the amount of the unpaid contributions, plus (d) a reasonable attorney's fee and costs, plus (e) any other legal and equitable relief that the court deems appropriate.

18. The Defendant's failure and/or refusal to make contributions in the amount of \$15,000 to the Fund by May 31, 2025 in accordance with the Agreement constitutes a violation of Section 515 of ERISA, 29 U.S.C. §1145.

**COUNT THREE**

**BREACH OF COLLECTIVE BARGAINING  
AGREEMENT FOR FAILURE TO MAKE CONTRIBUTIONS IN A TIMELY FASHION**

19. Paragraphs 1 through 18 of the Complaint are re-alleged as if fully set forth herein.

20. Under the terms of the Agreement, contributions must be received no later than the last day of May of each contract year. Under the rules of the Fund, all contributions received after



May 31 of each contract year are subjected to a ten percent (10%) liquidated damages charge and interest at the rate of one and one-half percent (1.5%) per month.

21. The Defendant's contributions to the Funds for the contract year of 2025 in the amount of \$15,000.00 were not received in a timely fashion and accordingly are therefore subject to an assessment of liquidated damages in an amount of \$1,500.00 and interest in an amount of \$150.00 as of July 1, 2025.

22. Under the terms of the Agreement and the Fund, the Defendant is contractually obligated to pay contractually mandated liquidated damages in the amount of \$1,500.00 and interest in the amount of \$150.00 as a result of its failure to make timely contributions in the amount of \$15,000.00 for the contract year.

23. The Defendant has been advised that, under the terms of the Agreement, it is obliged to make timely contributions and pay liquidated damages as required by the Agreement. Despite having received a demand that it perform its contractual obligation with respect to make timely contributions and payment of liquidated damages and interest to the Funds, the Defendant has failed, refused and neglected to make such payments.

24. The Defendant's failure to make liquidated damages payments in the amount of \$1,500.00 and make interest payments in the amount of \$150.00 as a result of its failure to make timely contributions in the amount of \$15,000.00 constitutes a breach of the Agreement.

#### **COUNT FOUR**

#### **VIOLATION OF ERISA FOR FAILURE TO PAY LIQUIDATED DAMAGES**

25. Paragraphs 1 through 24 of the Complaint are re-alleged as if fully set forth herein.

26. Section 515 of ERISA, as amended, 29 U.S.C. §1145, provides that any employer obligated to make contributions to a multi-employer plan under the terms of the plan or a

collective bargaining agreement shall make such contributions in accordance with the terms of the plan or such collective bargaining agreement.

27. Section 502(g)(2) of ERISA, as amended, 29 U.S.C. §1132(g)(2), provides that in any action instituted for or on behalf of a multi-employer plan to enforce compliance with Section 515 of ERISA, as amended, 29 U.S.C. Section 1145, the court shall, if judgment is entered in favor of the plan, award the plan: (a) the unpaid contributions, plus (b) interest, plus (c) an amount equal to the greater of (i) interest on the unpaid contributions or (ii) liquidated damages provided for under the plan in an amount not in excess of twenty percent (20%), unless permitted under federal or state law, of the amount of the unpaid contributions, plus (d) a reasonable attorney's fee and costs, plus (e) any other legal and equitable relief that the court deems appropriate.

28. The Defendant's failure to pay liquidated damages in the amount of \$1,500.00 due to the Fund as a result of its failure to make timely contributions in accordance with the Fund's Agreements and Declarations of Trust and rules promulgated thereunder constitutes a violation of Section 515 of ERISA, 29 U.S.C. §1145.

## **COUNT FIVE**

### **VIOLATION OF ERISA FOR FAILURE TO SUBMIT REPORTS**

29. Paragraphs 1 through 28 of the Complaint are re-alleged as if fully set forth herein.

30. Notwithstanding its obligation to do so, the Defendant should have, but has failed to submit reports on a monthly basis for the period of January to June 2025 as to the names of members of the bargaining unit and the hours each such member of the bargaining unit worked who are entitled to benefits by virtue of employment by the Defendant.

31. The Defendant's failure to submit reports on a monthly basis for the period of January to June 2025 as to the names of members of the bargaining unit who are entitled to benefits by virtue of employment by the Defendant in accordance with the Fund's Agreements and



Declarations of Trust and rules promulgated thereunder constitutes a violation of Section 515(c) of ERISA, 29 U.S.C. §1145.

**COUNT SIX**

**BREACH OF COLLECTIVE BARGAINING AGREEMENT FOR FAILURE TO  
SUBMIT REPORTS**

32. Paragraphs 1 through 31 of the Complaint are re-alleged as if fully set forth herein.

33. The Defendant's failure to submit reports on a monthly basis for the period of January to June 2025 as to the names of members of the bargaining unit and hours worked by each such member who are entitled to benefits by virtue of employment by the Defendant constitutes a breach of the collective bargaining agreement.

WHEREFORE, the Plaintiffs pray that the following relief be granted against the Defendant:

(a) that judgment be entered against the Defendant and in favor of the Plaintiffs in the total amount of \$16,954.38, representing (1) \$15,000.00 in unpaid contributions; (2) \$1,500.00 in unpaid liquidated damages as of July 31, 2025; (3) \$150.00 as of July 1, 2025 in unpaid interest; and (4) any additional sums found due and owing;

(b) that judgment be entered against the Defendant and in favor of the Plaintiffs for interest, costs, and reasonable attorneys' fees as provided for by the Agreement and ERISA;

(c) that this Court enter an Order, directing the Defendant to make future contributions in a timely manner and in accordance with the Agreement and ERISA and provide the names of all bargaining unit members who were employed by the Defendant during the period of January through June, 2025, hours each employee worked and for all months thereafter.

(d) such other legal and equitable relief as this Court deems appropriate or to which Plaintiffs are entitled.

Respectfully submitted,

**MARKOWITZ & RICHMAN**

BY: /s/ Jonathan Walters, Esquire  
JONATHAN WALTERS, ESQUIRE  
Email: [jwalters@markowitzandrichman.com](mailto:jwalters@markowitzandrichman.com)  
Attorney I. D. No. 23900  
Suite 2020  
123 S. Broad Street  
Philadelphia, PA 19109  
Telephone: 215-875-3121  
Telefax: 215 790-0668

Dated: July 23, 2025